

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Authorize Release of the Maintenance and Escrow Agreement and Cash Maintenance Bond for McCulloch Road-Stonehedge Subdivision

**DEPARTMENT:** Planning and Development      **DIVISION:** Development Review

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Larry Poliner

**EXT:** 7318

**MOTION/RECOMMENDATION:**

Authorize the release of the McCulloch Road-Stonehedge Subdivision Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1,607.00 for the McCulloch Road-Stonehedge Subdivision road improvements.

District 5 Brenda Carey

Larry Poliner

**BACKGROUND:**

Cash Maintenance Bond in the amount of \$1,607.00 was required by Section 35.44 (e) Additional Required Legal Submittals (1) Bonds of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the McCulloch Road-Stonehedge Subdivision Maintenance and Escrow Agreement and Cash Maintenance Bond. A two year maintenance inspection was conducted by staff for the McCulloch Road-Stonehedge Subdivision project located on the southeast corner of McCulloch Road and Roush Road, Orange County and it was determined to be satisfactory.

**STAFF RECOMMENDATION:**

Staff recommends the Board authorize the release of the McCulloch Road-Stonehedge Subdivision Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1,607.00 for the McCulloch Road-Stonehedge Subdivision road improvements

**ATTACHMENTS:**

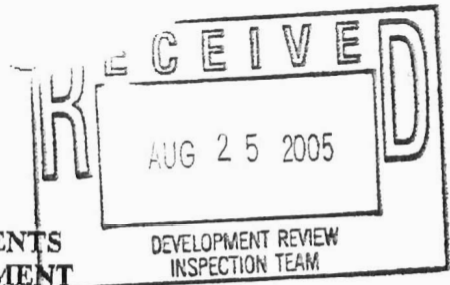
1. Maintenance and Escrow Agreement
2. Maintenance Bond

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )

SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS  
MAINTENANCE AND ESCROW AGREEMENT



THIS AGREEMENT is made and entered into this day of \_\_\_\_\_, 20\_\_\_\_, between THOMAS M. & JESSIE POTCHER, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as STONE HEDGE, a Plat of which is recorded in Plat Book \_\_\_\_\_ Pages \_\_\_\_\_, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated OCTOBER, 2003 (as subsequently revised or amended) and filed with the Seminole County Engineer; and

\* WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from OCT-11, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of SIXTEEN HUNDRED SEVEN DOLLARS (\$ 1607.00).

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the paving and drainage improvements into the County System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.
2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) to guarantee that all paving and drainage improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.
3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.
4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from \_\_\_\_\_, 20\_\_\_\_, then this obligation shall be null and void, otherwise it shall remain in full force and effect.



5. The Seminole County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, Sealed and delivered in the presence of:

By:



Date:

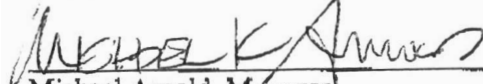
8-17-05

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

HOLDER:

DEPARTMENT OF PUBLIC WORKS  
ROADS-STORMWATER DIVISION  
SEMINOLE COUNTY, FLORIDA



Michael Arnold, Manager  
Roads-Stormwater Division

Date: \_\_\_\_\_

Within authority delegated by the  
County Manager pursuant to Resolution  
No. 97-R-66 adopted March 11, 1997  
and further delegated by Memorandum  
dated March 27, 1997, Re: Streamlining  
of Development-Related Agenda Items  
and approved on April 2, 1997.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public in and for the County and  
State Aforementioned

Print Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## PRIVATE ROAD DEVELOPER'S CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THOMAS M & JESSIE POTCHEN  
That the undersigned \_\_\_\_\_, as PRINCIPAL is held and firmly bound unto the STONE HEDGE Homeowner's Association or SEMINOLE COUNTY on behalf of purchasers of lots in subdivision, a political subdivision of the State of Florida, as the case may be, in the cash penal sum of SIXTEEN HUNDRED SEVEN DOLLARS (\$ 1607.00), which sum has been deposited in escrow with the Homeowner's Association or Seminole County, as the case may be, in accordance with the provisions of an Escrow Agreement of even date which is attached hereto and made a part hereof by this reference to it, does bind THOMAS M & JESSIE POTCHEN respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the improvements made as shown on Subdivision Plans and Specifications dated OCTOBER, 2003, including surveying, engineering, and land clearing, for STONE HEDGE Subdivision shall be maintained in accordance with the Maintenance Agreement attached hereto, and all costs incurred in connection therewith shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

[This Agreement and all rights hereunder may be assigned to the Homeowner's Association of subdivision.]

DATED: 7-29, 2005

Tom Potchen (SEAL)  
Principal  
Jessica Potchen (SEAL)  
Principal  
\_\_\_\_\_  
Principal